DURELL'S DEEDS.

Significant Testimony Taken in the Congressional Investigation.

The Famous Order of Mechanics' Hall.

ROSEATE JUDICIAL HABITS.

Norton's System of Settling Estates in Bankruptcy.

His Own Confessions and the Evidence of a Victim.

WASHINGTON, Feb. 19, 1874. among that taken at New Orleans in the investigation of the charges against Judge Dureil looking to his impeachment for corruption and malefeasance in office, and is taken from the official record of the evidence. Great pains have been taken here to keep it secret, copies for the press having

Emery E. Norton, the first and most important witness, is the celebrated assignee in bankrupicy dited with much of the dirtiest work of the period of anarchy in Louisiana, and is accused of having profited targely from the emoluments and perquisites of his position in robbing from unfortunate debtors and creditors (whose affairs have passed through his hands) to the full extent of an insatiate and unconscionable avarice. These bankrupts and creditors have, it is said, furnished to members of Congress, some time since, the data whereby it is supposed that, if necessary, his continuance in the office which has by him been shadowed in such disgrace and infamy, may be rendered impossible. Upon his testimony great expectations have been built by the anti-Kellogg party for the impeachment and removal of Judge

THE TESTIMONY.

Emery E. Norton was sworn and examined by the Durell Committee of Investigation on Decem-

ber 31. After the usual preliminary queries, from which it appeared that the residence of the witness in New Orleans began ten or eleven years ago, and that he lived prior to that period in New York city, he testified that he had been made a custo-dian of bankrupt estates from the time of their surrender up to the time an assignee was appointed, the law, it having been found, making no provision for the taking care of pankrupt estates during that interval, and many of them having been abandoned and sometimes carried away. He was designated to take charge of the property, and was now the custodian of all bankrupt estates, under the general order of the Court, entered on record. He had also acted as assignee in bankruptcy, but for the number of cases in which he had so acted he referred the committee

THE NUMBER OF VICTIMS.

There may have been fifty or a hundred, or fifty or sixty. He had been custodian of about 1,300 cases. In some cases where he had been made cobeen done without the sanction (by election) of the creditors. He had also been appointed to this office by the Register of Bankruptcy, acting in accordance with the general order of the Court giving him the power to do so. The witness, in conjunction with the other assignee, made bills of sale of property. Some of the estates were in Louisiana, id some in Texas, Arkansas, Mississippi, and even in Tennessee. The sales of property were made by branch office in Monroe, some 300 or 400 miles from New Orleans, where some sales were made. The witness said that there were about 600 petitions filed of estates at that point: the amount of property sold there was \$3,000 or \$4,000. SCALE OF FERS.

No regular scale of fees was established. The

No regular scale of fees was established. The witness on this point said:—

The charges that have been made by the assignee have been made in this way. The statute says this:—Hive per cent for receiving and five per cent for paying on the first \$5,000; two and one-half per cent for paying on the first \$6,000; two and one-half per cent for paying on the next \$6,000, and one per cent for the balan e, if there is any. When reasonable compensation was allowed I have charged what was a reasonable compensation for my attorneys, clerks, stationery, my own services; and where I have real estate I have included the printer's and auctioneer's bills and the fees of the Register, Marshai and Clerk.

Q. Was this matter of compensation submitted to the Court? A. Yes, sir.

lees of the Register, Marshal and Clerk.

Q. Was this matter of compensation submitted to the Court? A. Ies, sir.

The System of Release of Estates.

Q. And approved by the Court? A. In some cases; the property that was released, subject to mortgage, was where property was mortgaged for a much larger amount than its value; in those cases i have peritioned the Court to allow me to release the property for a compensation which might be agreed upon between myself and the mortgage creditor, or the party in interest holding a mortgage, with the vendor's privilege.

After I had agreed with him what he would pay for the Savignes's litrice Raul.

After I had agreed with him what he would pay for the services done I would then petition the Court to have it allowed me as compensation for services rendered; another class of cases is this:—

I file my account for a dividend, it it was advicted, and I notify all the known creditors that I have filed my account for a dividend, it it was advicted, and I notify all the known creditors that I am soing to apply on a certain day for a settlement of my account for a devident of my account of there is no opposition; should there be opposition, it is referred to the Court and then reserred to a Master in Chancery or Commissioner, to examine the account, and the report of the Master is either confirmed or rejected by the Court; then there is another kind; an estate I find, after going all through it, is not sufficient to produce any money to the creditors; I then petition he court to allow me to file my final account, and a give twenty days' notice to all the creditors that on a certain day I will apply to have my account settled and be discharged from the trust of assignee; I wave been passed; then there is another branch of cases in which there is not enough money to pay ex, enses; I then petition the Court, stathur that I have administered the estate to the best of my ability, and that there is so much money in my hands, not sufficient to call a second or third meeting of creditor

I have sold property subject to mortgages I have sold most of the estate, or released it to the mortgage creditors, rather than sacrifice it; I have agreed with the creditors that I will release the property on their paving what I would be entitled to receive under the hank upt law; I would generally arrange the matter with the lawyers; I ascertain whether it is a valid mortgage and examine as to whether the property will realize anything to the common creditor.

FRANCRE OF MORTGAGES.

Then I petition the Court to show me to release this property to the mortgage creditors and allow me to settle with them as to the compensation I shall have for doing this business; that is an agreement between myself and the creditor; I then apply to the Court and state what I have done; that I have made this agreement with the creditor; that he will allow me so and so to delray the expenses of the bankrupt, and ask the Court to allow me the amount I have agreed upon; that has been the way with most of the property released out of bankruptoy: I will tell you how I have disposed of other property; I cases where I had property two or more years on my hands, say a sugar plantation abandoned during the rebellion, the Court would grant me this order:—Allow me to petition, stating all the facts, that the property or take the mortgages and self the property free from encumbrances, leaving the person who may claim the fund to come in and claim it; in this way I got rid of a good deal of propert, but the cases of that kind are not very numerous, because I found it was sacribong the property, the expenses were so heavy, and I adopted the plan of just releasing it to the mortgage creditor whenever they would do it; I do not suppose you could self the best plantation in the State for more than \$10,000 or \$11,000 at auction.

Q. Did this matter of the amount of your com-

leasing it to the mortgage creditor whenever they would do it; I do not suppose you could sell the best planiation in the State for more than \$10,000 or \$11,000 at auction.

Q. Did this matter of the amount of your compensation come under the supervision of the Court generally? A. It there was any opposition the Court always referred it to the Commissioner.

Q. Did it come under the supervision of the Court in these classes of cases you have mentioned? A. In a great many instances not, because the Register is the man who settles lees in which there is no opposition; the Court only has supervision where there is opposition.

Q. Did you receive lees as custodiant A. Yes, sir; the fees received as custodian were allowed by the Courtal the lees as custodian were put into

the general account; if I was assignee I did not make any distinction; went right along and put them in the same account.

Q. What was the scale of your fees or the rate at which you charged iees as custodian? A. It varied from one, one and a hall, two and sometimes five dollars per day, depending upon the estate.

After energy frees.

Q. Do you know what amount of attorney's fees you paid per year? A. Some years very much higher than others; I should think Stone got in the way of tees per year, perhaps, \$25,000; in the first instance may be \$30,000.

Q. How many years did he serve? A. About two years.

Q. How long has Mr. Hughes been acting as your attorney? A. He has been acting the balance of the time, I suppose about three years.

Q. What do his lees amount to per year? A. I suppose about \$16,000 a year.

The Profits of norton.

Q. How much property were you possessed of when you came to Louisiana? A. I suppose I was worth \$40,000; I do not think I brought here more than \$10,000; I may have brought as much as \$15,000.

Q. How much are you worth now? A. I should think that I was worth, if I was settled up, \$125,000; perhaps not as much.

CHARGES FOR SETILEMENT WHEN THERE IS NO ESTATE LEFT.

Q. Teil us the highest charge you made out against a bankrupt where there was no estate turned over. A. I can teil you what the usual charge is; I cannot teil the highest sum I may have charved; my usual charge has been \$100 to do the business; if you will allow me to explain, I have gone through estates where there was no estate furned over. A. I can teil you what the usual charge is; I cannot teil the highest sum I may have charved; my usual charge has been \$100 to do the business; if you will allow me to explain, I have gone through estates where there would be contederate money, confederate bonds or similar transactions, that it has been as much trouble to go through with as it would to take up an ordinary bankrupt at length and perhaps examined him two or three times, and I have examined the bankrupt at length and pe

Q. I am speaking now of this \$100 that you charged. A. I sometimes charged \$100 and sometimes not.
Q. Did you charge that in addition to the fees allowed by law? A. It was an agreement between the bankrupt and myself.

DISCRAEGE OF THE BANKRUPT.
Q. Did you collect that amount without reporting it to the Court or keeping any account of it on the book? A. I reported it in this way—that the bankrupt had satisfied my fees; that he had passed his examination and I did not know of any objection to his discharge.
Q. And upon such report did the Court confirm your acts? A. Not alone.
Q. Did the Court make an order based upon that report of yours? A. Not on that one single thing.
Q. What eise? A. In order to discharge a man the Assignce and Reg ster and Marshal make a report to the Court that there is no opposition and that the lees have been paid, and on that the Court eisecharges the bankrupt.
NORTON'S PLAN OF PROCEDURE DISCLOSED BY A

NORTON'S PLAN OF PROCEDURE DISCLOSED BY A VICTIM. The testimony of John Fletcher Wyche, who

was a party to proceedings in the Bankruptcy Court, shows as clearly as any of the numerous examples given what was Norton's plan of procedure as universal assignee. In his testimony Mr

I flied a petition to be adjudged a bankrupt; I

Wyche said:

I flied a petition to be adjudged a bankrupt; I was a member of the firm of John F. Wyche & Co., and i fled a petition, both as a member of that firm and individually.

Q. How long ago? A. I think in 1868; I am not positive as to the year; I think it was in that year.

Q. Who was your atterney? A. I think I managed my own case at first, but toward the last I had Mr. McKee; I also consuited and employed McGowen and Fenelon.

Q. What kind of property did you surrendered the assignee in bankruploy? A. I surrendered the assignee in bankruploy? A. I surrendered the assignee in bankruploy? A. I surrendered the assets of the firm ql John F. Wyche and a plantation with all the moveable property attached to it, consisting of mules, carts, wagons, &c.

Q. Who was the assignee? A. Mr. Norton.

Q. Who acted as assignee? A. Mr. Norton.

Q. Woo acted as assignee? A. Mr. Norton.

Q. Woo acted as assignee? A. Mr. Norton.

Q. Wore there any incumbrances upon this properly you surrendered? A. Yes, sir.

Q. What was the nature of the incumbrances; was it a judgment, mortgage, or what? A. Allow me to give a nistory of the case. In 1858 I purchased from Dr. Peoples a sugar plantation, giving my notes for the payment of it; he transferred these notes to my inther-in-law. H. W. Peoples, to whom he was indebted; these notes were held by my inther-in-law until his death. My mother-in-law assignment of principal and interest amounted to \$32,000; it was, therefore, in the snape of a vendor's ball.

Q. Was there a mortgage to scoure this purchase money? A. It was a vendor's lien; judgment had been obtained in the district Court of my district against me for the sum of \$88,000; there was also a mortgage upon the slaves and upon all the movable property belonging to the estate; the original mortgage upon the slaves and upon all the movable property belonging to the estate; the original mortgage on the land amounted to \$32,000; I think the district court gave a judgment for the entire mortgage, amounting to \$88,000; there was al

lands, I, as her son-in-law, came here to represent her in order to purchase that property if possible with our mortgage; I soon understood after my arrival here that property surrendered in bank-ruptcy should be sold for cash and the proceeds should go into the hands of the assignee subject to these various claims; I therefore saw in an instant that the interests of the estate were in great jeopardy; I conserted with Mr. Norton and Mr. Stone about the matter, and I soon found that I was in the hands of the Philistines, and I therefore had to about the matter, and I soon round that I was in the hands of the Phinistines, and I therefore had to work the best I could; it took me one year of the hardest work that I ever performed in my life.

Q. What did you do? A. I saw there was but one point for me to make, one card for me to play, and that was to pay; it was a question of dollars and cents; I would not accept the services of an attorney; I would not have given a fig for the aid any attorney might have brought to bear in my case at that time; I, of course, went to consult my autorney in order to perfect my papers; I endeavored to ascertain from Mr. Stone and Mr. Norton what amount of money was necessary for Mrs. Peoples to procure title to this property; it was two years before I could get them to name any definite amount; I therefore had to bide my time; finally they sent for me and asked that I should name the price that I would pay; I proposed the sum of \$2,500 that I would pay as the agent of Mrs. Peoples in order to have her claim substantiated and the proposition and said that it would not pay the costs of the court: that it would not begin to do it, and that he could not think of it; that while he was disposed to aid and assist me, yet the costs of the court must be secured. I the proposition and said that it would not pay the costs of the court: that it would not begin to do it, and that he could not think of it; that while he was disposed to aid and assist me, yet the costs of the court must be secured. I think before the conference with Mr. Stone came to an end he said that he would take \$2,750 and grant a clear title to the property, I said that it was impossible for me to raise the other \$250, but that I would try; I went out and spent about a week trying to raise \$250; I then went to Mr. Stone after I had succeeded in raising this amount of money, and asked him to fix up the papers, and that then we would go and take a dinner; when the amount of \$2,50 was mentioned, he said that was not the amount he had asked, that I was entirely mistaken; I insisted that that was his agreement, but he would not take the money; I remained here a lew days and we met again by accident, when the subject was talked over, and he finally said that if I would raise \$3,000 he would see that the papers were fixed; I went around again and did raise \$3,000, and went back to Mr. Stone; he proceeded then to fix up the documents, and when it came to the question of costs, he said, "You misunderstood me; the costs of Mr. Norton and myself are only included in this contract, not the entire expenses;" said I, "In the name of God, can you expect me to bear everything?" he said there was General Herron, the marshal, and Mr. Pitkin, the register, whose accounts would have to be settled; "Well," says I, after hestating, "let me know what the amount of these bills is;" he went in and brought Mr. Pitkin's bill of \$150; I asked him if that was all; he said General Herron's account as United States marshal was about the same amount: "Very good," says I; "fix up the papers and I will pay the money;" the papers were then fixed up and he gave me a discharge to the property, and also a receipt for \$10 and costs.

Q. How much money did you pay? A. I think \$3,200.

3,200.
Q. And for that payment what did you get? A. I received the title to that property—at least, Mrs. Peoples received the title to the property, subject to the claims.
Q. In other words, she took the property subject to her own claim against it, and in order to get that you paid for ner about \$3,200? A. Yes.
Q. What evidence was given you as to the moneys you paid? A. Nothing but that receipt of \$10 and the title to the property.

Mr. E. C. Billings, who was associated with Mr. Peethells and Mr. Hunt as counsel for Kellogg.

Beckwith and Mr. Hunt as counsel for Kellogg, gives the following history of the famous

MECHANICS' INSTITUTE ORDER, restraining the McEnery Legislature from meet-

Q. You were of counsel at the time the order was made by Judge Durell directing the Marshal to take possession of the Mechanics' Institute and prevent any unlawful assemblage in it? A. Yes,

side ? A. Mr. Beckwith, with Mr. Hunt and my-Q. Were there any other persons ? A. No. sir; I

thins not.

Q. Did you make an application to Judge Durell to usue this order. A. No, air.

Q. How came you to go to his chambers that evening? A. I was returning to my own house when Mr. Pulton met me and said that Judge Durell was desirous or seeing me, and that he had sent to my rooms for me. I then accompanied Mr. Fulton to Judge Durell's room.

Q. Did you all in company as you went up there with any of your associate counsel? A. I either met Mr. Beckwith on the way there or sent for him siter I arrived.

with any of your associate counsel? A. I either met Mr. Beckwith on the way there or sent for him after I arrived.

Q. What time in the day or night was it that you went to Judge Durell's room? A. I think it was about nine o'clock in the evening.

Q. When you reached his rooms what occurred then? A. When I reached his rooms he handed me a newspaper which contained the procise mation of Governor Warmoth announcing that certain persons were elected to the Legislature, I think; I think the procise mation is made part of the order; he handed me the newspaper containing that procise mation of December 4, 1872, by Governor Warmoth, and asked me to sit down at the table and write an order which he would dictate; I accordingly did so; it is the order on page seventeen of the report of the Senate Committee on Privileges and Elections in the Louislana investigation case; I wrote the order as he dictated it, with the exception that when Mr. Beckwith came in he made some verbal changes; no substantial changes were made; the order was copied by some clerk there—I do not remember who he was—and the Judge signed it and I went home.

Q. When you went to Judge Durell's rooms that night did you know the purpose for which he desired to see you? A. I did not.

Q. You had made no application yourself for any such order? A. No, sir.

Q. Had you any consultation with the associate counsel with reference to procuring an order of that kind? A. It is possible we had, but if so I do not remember it.

Q. Was Mr. Hunt, your associate counsel, there?

ot remember it. Q. Was Mr. Hunt, your associate counsel, there ! ... No. sir.

Q. Was Mr. Hunt, your associate counsel, there?
A. No, sir.
Q. Did you and Mr. Beckwith go there together, or did he get there before you arrived? A. My recollection of it, authough he remembers it differently, is that I arrived there before Mr. Beckwith, and I immediately sen for him. I was there probably five minutes before Mr. Beckwith, amed I immediately sen for him. I was there probably five minutes before Mr. Beckwith came.
Q. How long were you there altogether? A. As near as I can remember, it must have been an hour. There was just time to draw the order and have it copied.
Q. How long were you there before you commenced drawing the order as soon as I went in.
Q. Did Judge Durell state to you the reasons for making this order? A. I do not think he did; he presented that proclamation to me; he some time during the time I was there spoke of his inkening that order to a sequestration in chancery, but I do not think he gave that as a reason; he gave no reason for issuing it; he simply said, "I wish you to draw this order," and he dictated it to me.
Q. Did he state at whose instance he was taking this course? A. He did not state that it was at anybody's instance; I can state my own inference if you wish; he said nothing that would indicate why he did it except to present that proclamation; it was clear why he did it to my mind, although he did not give the reasons.

Much of the testimony is taken up with instances of wrong through Norton's management of bank-

of wrong through Norton's management of bankrupt estates, and of the peculiar course of Judge Durell in regard to these estates. The testimony

in this respect is too voluminous even to attempt a summary, but the cases we give will serve as samples of the whole.

THE CASE OF THE TIMES NEWSPAPER is a fair sample. Mr. Charles A. Weed, one of the proprietors of that journal, gave his testimony on

Q. State your occupation and residence? A. I am publisher of the New Orleans Times; I have been living in New Orleans since 1862.
Q. Were you of the firm of C. A. Weed & Co.? A. sir.
Your firm, I believe, were adjudicated bank-

Yes, sir.

Q. Your firm, I believe, were adjudicated bankrupis? A. Yez, sir.

Q. Pleage to flate the circumstances in connection with this property known as the Times newspaper. I believe it was involved in one way or another with those proceeding, and I would be giad to have you state them as concisely as possible.

A. Wene I first went into business with J. H. McKee we composed the firm of Q. A. Weed & Co.; the connection of the Times newspaper with bankrupt matters commenced in 1868; in that year we went into bankruptcy; soon after Mr. Stone, the assignee's attorney, brought suit against Messre. Hoyt & King; Hoyt was a friend of mine in New York, to whom I had sold one-half of the newspaper in 1866, before I had gone into bankruptcy; that suit remained without any action being taken on tior several years, and I supposed it was dismissed; I asked Judge Walker one day to go down and have the matter attended to; he reported that it was done; that the suit had been dismissed; but it seems that he was mistaken, occause about a year ago now Mr. McKee telegraphed to Mr. Hoyt at Stamford, Conn., to come down; that business here required his attention; Mr. Hoyt did come down, and, as soon as he got here, papers in the suit was for \$120,000; he got out of it the best way he could; he said he did not want to go before the Court here and would rather settle it; and did so, by paying \$16,000.

by paying \$18,000.
Q. Did you see that money paid? A. No, sir.
Q. Were you present at any of the interviews
with reference to the settlement of that litigation?
A. Yes, sir; at two.
Q. You know the basis upon which it was settled?

Q. You know the basis upon which it was settled?
A. Yes, sir.
Q. What was that \$16,000 paid for? A. It was to avert a judgment of perhaps \$120,000, the amount of the suit brought; Mr. Hoyt said that he was sure that a judgment would be rendered against him for the juli amount.
Q. With whom was that settlement made? A. It was made through Mr. Hughes, the attorney of the assignee.

It was made through Mr. Hughes, the attorney of the assignee.

Q. What did Mr. Hughes claim that money was for? A. That it was a settlement of this ciaim.

Q. Did he say what was to be done with the matter? A. No, sir.

Q. I understood you to say a moment ago that you had sold one-half of the interest to Mr. Hoyt? A. Yes, sir.

Q. Was that an absolute sale? A. Yes, sir.

Q. Was that an absolute sale? A. Tes, sir.

Q. Was the purchasing in his own right, or did he hold it in trust for somebody else? A. It was in trust for the benefit of my whee.

Q. Was it sold to Mr. Hoyt, or was it transferred to him for the benefit of your wife? A. It was a sale.

Saie.
Q. What was the consideration? A. He paid \$50,000.

saie.

Q. What was the consideration? A. He paid \$50,000.

Q. To whom was that paid? A. He credited Mrs. Weed for the amount, and gave me a note at thirty days and placed it to the credit of Mrs. Weed; the understanding was that when the profits of the paper amounted to \$50,000 he was then to transfer it to any one she suggested; and if you look at the books you will find that in 1898 the profits amounted to that sum, and Mr. Hoyt no more appears in the affair; he was then holding the property in trust.

Q. Did Mr. Hoyt pay this of his own money? A. Yes, sir.

Q. Was Mr. Hoyt related to Mrs. Weed? A. Yes, sir; I used to reside at Stamlord at one time; I was then worth a great deal of money, and he was always wanting me to secure money to ner in case anything should transpire; I never did so until I came down here, when I made this transfer that I have spoken of.

Q. Mr. Norton, as assignee, brought suit against Mr. Hoyt for the purpose of subjecting that property to bankruptcy proceedings? A. Yes, sir.

Q. And those were the circumstances of the transaction? A. Yes, sir.

Q. Has there been any order issued or action taken recently against the Times newspaper? A. There was a year ago.

Q. Any since then? A. Simply an order of the assignee putting a receiver there.

Q. How long since? A. Some day last week; he was there for one day.

Q. What became of him then? A. Mr. Palmer put him out.

Q. Who was the Receiver? A. A gentleman by the name of Armstrong; Mr. Palmer was in charge at that time, but he was in the country that day, and Mr. Bigney was in charge the day that Armstrong was appointed; Armstrong had written an article in regard to Judge Durell and sent it up stairs to be set up. Mr. Bigney said that it should not go in and sent word to the composition room not to set it up; after he went home Mr. Armstrong to get out of the place, which he did.

Q. Have you got a copy of that article? A. No. Sir.

Q. Have you got a copy of that arricle? A. Mosur.

Q. Let me see if I understand you. Did Mr.
Armstrong bring that article there before he was appointed Receiver? A. I
do not know; Mr. Bigney, the editor, told
me that Mr. Palmer told him, in the preence of Armstrong, that he wanted the paper to
be outspoken, and not to be influenced by any outside considerations, but to tell the truth in regard
to all men and all parties; Mr. Hunt, the attorney
of Mr. King, when he had charge of the paper, had
remained very quiet in regard to the Bankrupt
Court and Judge Durell, and Mr. Palmer in giving
his instructions to Bigney, while Armstrong was

Court and Judge Durell, and Mr. Palmer in giving his instructions to Bigney, while Armstrong was present, told him as I have stated; Armstrong was appointed Receiver, and he wrote this article that I have referred to and had it put in.

Q. It was after he was appointed Receiver that he commanded that this article should be published? A. Yes, sir.

Q. And it was published under the circumstances you have stated? A. Yes, sir.

Q. After the publication of that article what became of Mr. Armstrong and his Receivership? A. They both went out; Mr. Palmer returned from the country next day and went to the office and asserted his right and his own proprietorship; he reinstated Mr. Bigney, whose authority had been overrued by Armstrong.

Mr. Charles Claiborne is clerk of the United Mr. Charles Claiborne is clerk of the United

Sir. Q. Do you know where Judge Durell was at the time he made that order? A. At his rooms, No. 118 Custom House street.

Q. Who was present at the time that order was made? A. Judge Durell of course was present; Mr. Beckwith was present; It was present; Mr. Deckard, the Marshal, was present; Mr. Dekkard, the Mr. Clairborne has known Judge Durell for thirty-five years. But Claiborne is clerk of the United States District Court by the appointment of Judge Durell. Mr. Clairborne has known Judge Durell for thirty-five years. But Claiborne has known Judge Durell for thirty-five years. But Claiborne has known Judge Durell for thirty-five years. But Claiborne is clerk of the United States District Court by the appointment of Judge Durell Mr. Clairborne has known Judge Durell for thirty-five years. But Claiborne is clerk of the United States District Court by the appointment of Judge Durell Mr. Clairborne has known Judge Durell for thirty-five years. But Claiborne has known Judge Durell for thirty-five years. But Claiborne has known Judge Durell for thirty-five years. But Claiborne has known Judge Durell for thirty-five years. But Claiborne has known Judge Durell for thirty-five years. But Claiborne has known Judge Durell for thirty-five years. But Claiborne has known Judge Durell for thirty-five years. But Claiborne has known Judge Durell for thirty-five years. But Claiborne has known Judge Durell for thirty-five years.

issuing of a restraining order under which parties claiming to be members of the McEners Legislature were prevented from assembling in the Mechanics' Institute Hall. A. I heard of that order; I saw it in print with what was called a lac-smile of the Judge's signature, but I know nothing of the Judge's signature, but I know nothing about it.
Q. How soon after that order was issued did you see it in the papers? A. I read it as soon as it was published; I read the papers daily.
Q. Was it published as soon as it was issued? A. I think it was.
Q. Did you know anything about the preparation of that order, or hear that it was to be issued? A. Nothing; Judge Durell is not at all communicative with the clerks or employes of his office.

These are his reseate recollections of JUDGE DURELL'S HABITS.

JUDGE DURELL'S HABITS.

Q. What do you know in relation to Judge Durell's habits as to sobriety? A. I became acquainted with Judge Durell at the time he was a young attorney at law, thirty-five years ago; I was then the Marshal of the city of New Orleans; I alterwards knew Judge Durell as a member of the Board of Aldermen of this city; I was then the secretary of the Board; during the war Judge Durell was Chairman of the Bureau of Finance, under the military government; I was one of the secretaries of that bureau; I was at the same time the secretary of the Board of Education, of which Judge Durell was the presiding officer; in 1863 I was appointed by Judge Durell Clerk of the Gnited States Circuit Court, in 1864 Clerk of the United States District Court, and held both offices for several years; I am now Clerk of the District Court alone, and during all that time I have had constant intercourse with Judge Durell; I have mentioned, have seen him at dinner parties, weddings, and on various festive occasions, and so held me God I have never seen him once under the influence of liquor.

Q. Neither on nor off the Bench? A. Neither on of liquor.

Neither on nor off the Bench? A. Neither on off the Bench.

or off the Bench. On the other hand, this is what Mr. H. N. Ogden, a young lawyer and an occasional practitioner la Judge Durell's Court, has to say of his CONDUCT ON THE BENCH.

Q. State what you know of his conduct on the bench? A. I will give you an instance and state a case which occurred to myself, which will throw more light upon that matter than what! can say generally: I cannot say such of the treatment of the rest of the Bar; I had a case for a man by the name of Seely against B. F. Flanders, who was formerly Mayor of the city of New Orleans and also Military Governor of Louisinar; the suit was for about \$6,000; Illed a petition in the case; it was a civil suit in the Circuit Court, and Mr. every acception in the nature of a demurer; it was put to issue whether! had a cause of action at all in the suit; that is my present recollection of the matter; the exception was tried and overruled; some six months siterward the case was called on its mortis, and I had my witness, Mr. Seely, in Court; by rule of that Court all cases are tried by jury, in less the jury is walved; I proposed to waive the jury; I did not care to tryit by jury, the Judge having decided this point in my favor, which gave me, as i considered, plain sailing; but Mr. Beckwith declined to waive the jury, and the jury was called; I put my witness on the stand, and while I was examining him to prove the lacts alleged in my petition, the Judge asked for the petition in the case; it was handed to him; he then interrupted me in the most abrupt manner by saying, "You have got no case against Flanders," or words to that cace; the case away from additional to the case had been tried on the exception, and was now going before a jury that had been regularly empanelled; I told him that I proposed to try the case cavery for each of the case had been tried on the scentification of the said, "I will do it fif fee like it;" that had been regularly mapanelled; I told him that I proposed to fir the wall printer this person has been tried and decided in my sawor; I tiene not my client and spoke to him as to what I should do next and while I was evidently rejudiced against me; that was a saw of the first of the case; the jury was hal

berration of the mind; I do not think he

On the question of

DURELL'S DRUNKENNESS ON THE BENCH this is the very funny testimony of Mr. Loew, the Deputy Clerk of the Court, who knows as little, apparently, as the Clerk himself. The time was the occasion of Judge Dureli's difficulty with Judge Campbell:-

Campbell:—
Q. Do you remember any difficulty or controversy between Judge Durell and Judge Campbell?
A. There was something of that sort.
Q. Do you remember what Judge Durell said to Judge Campbell? A. I do not remember.
Q. Was not the Judge tight that afternoon? A. He was a little excited.
Q. Was he not intoxicated? A. No, sir; he was a little excited.
Q. Excited with what? A. He was excited; his face was red.
Q. Was it your opinion that he had been drinking? A. It was my opinion that he had drank a little more than usual.

JUDGE CAMPBELL'S STATEMENT.

JUDGE CAMPBELL'S STATEMENT.

This is Judge John A. Campbell's statement of what occurred on that occasion:—

The case was one of an assignee in bankruptcy named Mansfield against Mr. Southene Albaine; the character of the case was this; hansfield as a bankrupt made claim of an interest in the plantation of Aliaine under some contract with Aliaine; this did not appear at all in Mansfield's bankrupt schedules; Mwe. Aliaine had recovered a judgment in one of the State courts for a separation between her and her husband, and the property belonging to her at the time of the marriage was decreed to her at the time of the marriage was decreed to her at the time of the marriage was decreed to her at the time of the marriage was decreed to her at the time of the marriage was decreed to her at the time of the marriage was decreed to her at the time of the marriage was decreed to her at the time of the marriage was decreed to her at the time of the marriage was decreed to her at the time of separation; there were two proceedings taken out, one of them on the simple suggestion of the Autorney in Bankruptcy that the bankrupt had some interest in that estate; there was no other evidence than this suggestion on the records of any claim on the property, either by Mansfield or by the assignee, and an officer was sent there to selze the plantation; there was slao an injunction obtained, ex parte, without notice, and, altogether, it was a very extraordinary proceeding; I was engaged by Mrs. Aliaine to have those proceedings set aside, and a night session was appointed for an argument of the case, and twent there; the papers had got hold of this matter in some previous discussion and made a good deal of it; I went into the Court, and one of the counsel moved to adjourn, saying that the discussion should be made in the day time; this was a night session and very unusual, the only one I ever knew of; I referred to the remarks in the papers, and stated the aspersions of them had nothing to do with the administration of justice in this case, and thereupon the Jud This is Judge John A. Campbell's statement of what occurred on that occasion :-

GRAND INDIAN COUNCIL OF CANADA.

The Grand Indian Council of Canada, which has been in session here, has adjourned. The present resolved to bring the whole subject under the no-tice of the Dominion government, and delegates were appointed for that purpose to visit Ottawa during the approaching session of Parliament. It is a singular fact that the delegates from the different tribes could not understand each other, and each chief's speech had to be translated into English and then back sgain into the various languages. The Council will meet again on the 18th of June.

ASHANTEE.

General Wolseley's March to Coomassie.

The Ambassadors of King Koffee Under Guard in the English Camp.

SUICIDE BY ONE OF THE ENVOYS.

Military Crowner's Quest-A Brief Verdict.

Peculiar Points of Native Diplomacy.

PRAHSO, ON THE PRAH, Jan. 8, 1874.

The Ashantee Ambassador, with his attaches and captured scouts, are still under guard close to headquarters. Since their residence at this camp they have contributed an incident which has caused considerable surprise and subject matter for after-dinner discussions.

SUICIDE OF A DIPLOMATIST. On the night of the 4th inst., while the entire camp, excepting sentries and others, was last asleep, the loud report of a gun startled us all forth mentally by each of us after we had heard it as to what might have caused the ill-timed shot. I, for one, imagined that a sentry had detected a sinister figure crawling near headquarters and had shot him, or that one of the Ashantees had actually gained the river trying to make his escape, or that a clumsy sentry had discharged his gun accidentally. I dare say not one who heard the shot imagined that it was done by a seli-murderer. But when inquiries had been instituted as to who fired we were told that an Ashantee-one of the

Ambassadorial suite—had shot nimself. Then began the curious to ask why he had com mitted spicide. The sentry did not know, neither did the Ambassador nor his suite know anything of it. The sentry declared that the man had been permitted to retain his gun, and had apparently gone to sleep with the weapon lying by his side As he passed backwards and forwards before the door of the hut wherin the prisoners were guarded he had heard no movement or stir, but had been suddenly startled by the discharge of a gun within cers of the staff, immediately after the alarm, the body of the unfortunate lay sprawling on his mat, while a gaping wound in the lower part of the face and under the chin, and the scorched beard informed us how he had succeeded in the suicidal

CROWNER'S QUEST LAW. A court of inquiry was instituted next morning on the body-a kind of coroner's investigationbut the officers of the court declared themselves unable to agree as to the reasons which had induced the unhappy man to slay himself; they could only agree that the act was suicidal. Either one two things must have been the true cause. Having witnessed the mechanical powers of the Gatling gun, and overcome with dread at the prospect of being compelled to face the terrible weapon in battle, he had preferred to take his own life rather than wait for what he may have considered a certain fate; or upon find-ing himself alone with his companions ne had excated further resistance on the part of the Ashantee King to white men armed with such awiully censure from his superior, who had probably further threatened to report his words to the King, who would know how to punish such language, calculated to work mischief and perhaps demoralize the Ashantee army. Knowing from manifold experience the nature of the nunishment the King would visit upon him, it is very likely that the poor fellow, seeing no other way to escape, sought relief from it by suicide.

PECULIABITIES OF THE DIPLOMACY. This act, however, coincides with what travellers have told us of the pecuniar temperament of the Ashantees. Major Ricketts, in his account of the Anglo-Ashantee war of 1826, describes how at the decisive battle of Dubowah, which terminated that campaign, the Ashantee chiefs severally blew themselves up when they saw the tide of battle turning against them and their followers flying precipi tately from the field. Other travellers on this coast bear testimony to this feature in Ashantee

The Ashantee Ambassador and his followers were very much gratified yesterday at being permitted to bury their dead countryman on the Ashantee side of the Prah. They conveyed the body in a grave in a shady place of the lorest, went through some uninteresting ceremony common to West African negroes after they had covered the body

with native earth.

BAD NEWS PROM GLOVER.

We have exceedingly bad news from Glover, and from my well known championship of him I consider him to be a superior man in every way, and to have been merc.lessiy chaffed by several officers. Glover, on being told by Sir Garnet by letter that he would have to be on the Prah, clo to Dudawi, by the 15th of January, replied by return of mail that he could not move his allies march so precipitately; that the only dependable force he had with him amounted to only 700 men, as he would have to leave some of the most trustworthy to guard his stores. Glover, when he received the order from Sir Garnet, who has lately been made responsible for the conduct of all mili-tary columns moving upon Ashantee, had already crossed the Volta preparatory to attacking the avowed ailies of the common enemy. Sir Garnet further stated, in his letter to Commissioner Glover, that as the Awunahs were merely hostile to the English because the Ashantees were at war fall of the Ashantees, would withdraw their alli-ance from them, it was not good policy to waste precious time upon a weak enemy; that the duty of the expedition was to crush the Ashantees as soon as possible. When Sir Garnet received Glover's reply that he could only depend upon the Lagos contingent of Haussas and Yorubas he at once wrote to Glover to march upon the Pran with what force he could, even though he had but 500 men with him.

The magnificent force which Glover had raised to assist Sir Garnet in his invasion of Ashantee has thus dwindled down into an insignificant number of 700 men; but I, as a neutral correspondent devoid of all prejudice, can conscientiously say that from the peremptory order of Sir Garnet enjoining upon Glover to be at the Prah by a certain date, which Glover knows to be impossible with the small staff of officers he has enlisted on his side to assist him in leading the vast but incongruous force of natives he has gathered about him to invade Ashantee. Petiches and councilsexcuses for delays which the native chiefs offerare not to be overridden by entreaties, promises of reward or threats coming from a force of ten offcers in the teeth of 25,000 natives, who entertain a strong objection to facilitate war operations to the neglect of custom and Feticuism. How many travellers are there who have not bewailed in terms as strong as Giover employs the procrastinating character of native Africans, and have not despairingly yielded at last to the pressure of overwheiming numbers, whose ears were closed to the cry of the white men to "march?"

THE MILITARY OFFICERS
at this camp say that Glover's scheme to aid Sir
Garnet Woiseley with a force of 25,000 natives has failed; that his part of the campaign has turned ont to be a huge Asso; that his expenses, amounting to £6,000 per month, have been mere waste of British money; that instead of being of assistance to Sir Garnet, Commissioner Glover has been the berond Attobiassi.

tries which might have materially assisted Str Garnet had they not been engaged by Glover. This is all very ungenerous to a man who, like Glover, has made almost superhuman efforts to rende efficient aid to the column under Sir Garnet; for no five officers on Sir Garnet's staff could have done half as much as Giover has done single-handed, and Bir Garnet Wolseley, brilliant as he may be, could not have done more. The best General in the British service missed in the service more. The best General in the British service piaced in the same circumstances as Glover found himself—retarded by native procrastination, against which a staff of ten officers found it hopeless to contend, yet commanded by Sir Garnot peremptorily to be at a certain point at a given date—emptorily to be at a certain point at a given date could not have done more than Captain Glover has done. Twenty-sive thousand native Africans are not to be moved by ten Englishmen with the punctuality with which Sir Garnet Wolseley and 250 officers can move 3,000 Europeans. Sir Garnet Woiseley needs but to telegraph to Sir Archibald Allison, in charge of the European brigade, "Bring up your brigade to the Pras by such an hour," and Sir Garnet Woiseley may retire to bed confident that the bour be-named would behold the European brigade marching before his headquarters. But neither telegrams, letters, peremptory commands nor stormy threats would avail Sir Garnet against 25,000 native Africars, even though his 250 officers assisted him in the writing of them.

AN ESCORT AND INVASION.

this morning across the Prah, in charge of the naval brigade, who were in complete marching order. After escording them some distance on their road the brigade was halted a short time, and then marched back to its camp on this side, having sufficiently performed the act of invasion in presence of the King's messenger, who would, no doubt, bear speedily to the King the unpleasant tidings of white men being on Ashantee soil. This act may impress the King with the necessity for instant action, or induce him to listen with willing ear to the terms of the ultimitum which the English General has despatched to King Koffee by his messenger. If he decides on inon him the enemy before he is prepared to receive him, while every man capable of bearing arms will be impressed throughout the Ashantee kingdo for a final effort of resistance either at the Adansi hills or around Coomassie. The General may have acted wisely in having permitted the Ambai to return. We who are in the dark respecting his present. A general less respected for his military skill and his keen penetrative faculties than Sir Garnet is might be credited with a lack of confidence in himself for resorting to such tricks as demonstrating the mechanical powers of the Gat ling and sen ling the Ambassadors nome to terrify the King with an exaggerated description of the might be said to be slightly discouraged by the failure of his transport and the wholesale desertion of his carriers, and to hope by this means to avera catastrophe or the chance of one. But Sir Garnet was the confidence of us all, and he may commit the absordest things without incorring the contempt or the distrust of any one.

POSITION OF THE BRITISH TROOPS. Sir Garnet has, however, done more than display his stage army for she benefit of the Ashantee Ambassadors on the other side of the Prah. His advance force is at Essia wan, thirteen miles beyond the Prah, under Major Russe!! and Lientenant Lord Gifford, who have orders not to half until they have surmounted the Adansi hills. The latter officer, who has distinguished himself already by his tire-less energy, fills the dangerous but honorable post of chief of the scouts. The day before yesterday, as his men plunged through the bush, he encoun-tered a few Ashantee spies, which resulted in the death of one of the enemy and a wound received by one of his Kassu scouts. They rested at Essiaman last night, establishing a post, and to-day will move on to Akrofroom, ten miles beyond, stock ading each station as they arrive at convenient

A redoubt is being constructed at the other end of the bridge, as a tete-du-port, and the bridge, is an happy to say, is an accomplished fact. As ample piece of ground is to be cleared on the other side of the Prah, and the felling of gigantic trees, with their after-consumption by fire, affords an in

teresting sight. "CHEER, BOYS, CHEER!"

The sallors of the naval origade are the happiess fellows in camp, if one may judge by the hilarious sounds which issue from their quarters at night.
They have a copious repertoire of ballads and songs with which they charm evenings which otherwise would be exceedingly dull. They are marched in couples through the camp during the day for many purposes, but the mere sounds of their regular footsteps are cheering, while they

sometimes entiven their work with a well-sung song and chorus. THE TRANSPORT BUSINESS

daily assumes more serious proportions. Colonel Eviyn Woods' regiment and the Second West Indians have been converted into carriers, while an officer has gone with a detachment of police to stir up the chiefs to assist the General to procure supply bearers. Two advancing white regiments have been haited on the road and the Twenty-third Fusileers have been ordered not to disembark. Any way we look at it, the falling of our transport is serious, and it absorbs the attention of the General and his staff. You will recollect how often my letters have touched upon this subject of transport in Africa. Only travellers who have unimportance attached to the transport question. Sir Garnet placed his whole faith and reliance in the Fautees. He mustered, after considerable trouble, a force of 5,000 bearers; he fed and paid them by the day, but he gave no further heed them; he never thought it necessary to see that they did not desert him. Any traveller in Africa cound have told him that it was a mistake to pay the Fantees by the day; that the natural indolence of the natives would prove a serious impediment to their permanent employment when they had the means to support themselves without labor for a long time after receiving a few shillings of their pay. Any traveller could have told him that unless he unremittingly kept watch over them Sir Garnet could never retain them after impressing their services for hard eller could have told Sir Garnet that he could never be sure of their services if he did not either chain them in gangs or set aside a force of armed men to superintend them who would be neid responsible for any desertion. And any traveller could have told Sir Garnet that to depend solely on Fantee humanity to convey his supplies to the front was to surely prepare for himself serious delays, annowances, perhaps failure. If the money expended on a Gold Coast railway and its heavy material had been expended in purchasing mules or clephants this delay at the Prah would never have occurred. If he had paid less attention to the Fantee chiefs and had not dailled with them, but had acted with that vigor which we might have expected from the power conferred on him, we might have been able to cross the Prah on the 15th inst., on our oneward march to Coomassie.

As it is now, the prospect is bad. If he had devoted his attention solely to his transport and reserved his energies for the only point where his energies were needed we should by this time have been at Coomassie. The more I see of this expedition I see stronger grounds each day for comparing Sir Garnet to an ordinary traveller about to penetrate Africa. The traveller, to be successful, devotes his principal attention to the procuring of means to carry his supplies, without which he only prepares himself for disaster and failure. When the means have been assured he begins his march, and continues it without turther delaynis wit, good sense and whatever other qualities he may possess enabling him to continue it as circumstances may offer.

My colleagues on this expedition may ascribe the desertion of the carriers to the insumment feeding or paying of them; but this will not be correct. The natives have been treated sufficiently well. For very light work they have been paid too well and too regularly. I have seen handreds of loads or rice marked fifty pounds, whereas a man's full load should not have been less than seventy founds. Our private carriers, for the same pay as the government gives them, carry seventy and seventy-five pounds, yet they do not complain of overweight, neither do they desert us. The secre men to superintend them who would be held responsible for any desertion. And any traveller